



Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Sangerfield, Town of and Town of Sangerfield Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2013)**

Employer Name: **Sangerfield, Town of**

Union: **Town of Sangerfield Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **294**

Effective Date: **01/01/2013**

Expiration Date: **12/31/2017**

PERB ID Number: **10382**

Unit Size: **6**

Number of Pages: **14**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

BC 10382

AGREEMENT

BY AND BETWEEN

THE TOWN OF SANGERFIELD

AND THE

**TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN
& HELPERS, LOCAL UNION 294**

**JANUARY 1, 2013
TO
DECEMBER 31, 2017**



6

TABLE OF CONTENTS

ARTICLE ----- PAGE

ARTICLE 1: RECOGNITION -----	2
ARTICLE 2: NO STRIKE -----	2
ARTICLE 3: EMPLOYER RIGHTS -----	2
ARTICLE 4: NORMAL WORKWEEK -----	3
ARTICLE 5: OVERTIME PREMIUM -----	3
ARTICLE 6: SENIORITY -----	3
ARTICLE 7: LAYOFF AND RECALL -----	4
ARTICLE 8: HOLIDAYS -----	5
ARTICLE 9: VACATIONS -----	5
ARTICLE 10: BEREAVEMENT LEAVE -----	6
ARTICLE 11: JURY DUTY -----	6
ARTICLE 12: SICK LEAVE -----	7
ARTICLE 13: HEALTH INSURANCE BENEFITS -----	7
ARTICLE 14: REGULAR WAGE RATES -----	7
ARTICLE 15: RETIREMENT -----	8
ARTICLE 16: GRIEVANCE PROCEDURE -----	8
ARTICLE 17: DISCIPLINE AND DISCHARGE -----	10
ARTICLE 18: WORK RULES -----	10
ARTICLE 19: SAVINGS CLAUSE -----	10
ARTICLE 20: TAYLOR LAW -----	11
ARTICLE 21: TOTAL AGREEMENT -----	11
ARTICLE 22: TERM OF AGREEMENT -----	11
ARTICLE 23: AGENCY SHOP -----	11
ARTICLE 24: BULLETIN BOARD -----	12
ARTICLE 25: UNION DUES -----	12
ARTICLE 26: PERSONAL HOURS -----	12
ARTICLE 27: HEALTH AND SAFETY CLAUSE / SAFETY SHOES & BOOTS ---	13

SIGNATURE PAGE -----	13
----------------------	----

ARTICLE 1 RECOGNITION

1.1 The Town of Sangerfield, hereinafter referred to as the Employer, recognizes the Teamsters, Chauffeurs, Warehousemen & Helpers, Local Union 294, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, as the sole and exclusive bargaining representative for the purposes of establishing salaries, wages, hours and other terms and conditions of employment as defined in Section 201 (4) of the New York State Civil Service Law, for members of the defined bargaining unit.

1.2 The Union represents all regular, full-time employees in the Highway Department working in the titles of Laborer, Motor Equipment Operator, Heavy Equipment Operator or Deputy Superintendent.

1.3 The Highway Superintendent, all part-time employees, and all temporary, seasonal or casual employees shall be excluded from the bargaining unit.

ARTICLE 2 NO STRIKE

2.1 The Union, for itself and on behalf of the employees it represents, reaffirms that it does not have the right to strike, and agrees not to engage in a strike, nor cause, instigate, encourage or condone a strike.

ARTICLE 3 EMPLOYERS RIGHTS

3.1 Except as expressly limited by other provisions of this agreement, all of the authority, rights and responsibilities possessed by the Employer, are retained by it, including but not limited to, the right to determine the mission, purposes, objectives and policies of the Employer; to determine the facilities, methods, means and number of personnel required for conduct of the Employer's programs and services; to administer the Merit System including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to allocate or reallocate new or existing positions in accordance with applicable law; and to discipline and discharge employees in accordance with applicable law and the provisions of this agreement. All of these rights shall be recognized if not in conflict with the provision of this agreement.

ARTICLE 4

NORMAL WORKWEEK

4.1 The normal workweek of forty (40) hours shall consist of five (5) consecutive days per week with eight (8) consecutive hours per day. A one-half (1/2) hour per day unpaid lunch period is not included in the forty (40) hour week. The above work hours shall apply with the exception of emergencies declared by the Highway Superintendent.

4.2 Each employee shall receive a fifteen (15) minute break during the first four hours of each eight-hour workday. During the period designated for a ten (10) hour workday, each employee shall receive a ten (10) minute break during the first four hours of the workday, and an additional ten (10) minute break in the afternoon. Breaks are authorized by the Highway Superintendent according to work requirements.

ARTICLE 5

OVERTIME PREMIUM

5.1 The Employer reserves the right to require employees to work overtime according to work requirements as reasonably determined by the Employer. The Employer will pay one and one-half (1 ½) times the regular hourly rate of pay for all authorized hours actually worked in excess of eight (8) hours in a workday. During the period designated by the Highway Superintendent, an employee shall receive one and one-half (1 ½) times the regular rate of pay for all authorized hours actually worked in excess of ten (10) hours in a workday. There shall be no compounding for hours worked in excess of forty (40) hours in a workweek. Paid time off shall not be considered as time worked. An employee may choose equivalent compensatory time off in lieu of overtime payment. At no time shall accrued compensatory **time off exceed eighty (80) hours.**

ARTICLE 6

SENIORITY

6.1 Seniority means an employee's length of continuous service for the Employer from the employee's original date of hire as a full-time employee, as adjusted by the subtraction of any unpaid leave time whether authorized or not. An employee covered by this agreement shall acquire seniority after successfully completing the probationary period of twenty-six (26) weeks, and such seniority will then date from the beginning of regular full-time employment. An employee shall forfeit all seniority upon any termination of employment with the Employer. If rehired, an employee shall have the status of a new employee. Seniority shall only apply in the cases of layoff, recall, and vacation time selection.

6.2 The Union may request a seniority listing no more than twice each year.

ARTICLE 7 LAYOFF AND RECALL

7.1 The Employer, in its discretion shall determine if layoffs are necessary. If it is determined that layoffs are necessary, employees shall be laid off in the following order:

- a) Temporary and probationary employees shall be laid off first.**
- b) Thereafter, permanent employees having seniority shall be laid off in the inverse order of seniority, that is, last in, first out.**

7.2 The Employer shall forward a list of the employees to be laid off to the local union steward on the same date that notices are issued to employees. Employees to be laid off will have at least fourteen (14) calendar days' notice of layoff or be paid in lieu of time.

7.3 When a permanent employee is laid off, he/she shall be permitted to exercise his/her seniority rights to replace the least senior employee in the same job title within the Highway Department. Thereafter, the replaced employee shall exercise his/her seniority rights to retreat to his/her last held permanent title in the non-competitive or labor class within the Highway Department only. The retreat process shall continue within the department until the least senior employee in the last affected job title is displaced and he/she shall be laid off, and there shall be no further bumping, retreat, or displacement.

7.4 Permanent employees who are laid off shall be placed on a recall list for a period not to exceed one (1) year from the date of layoff. Probationary employees shall have no recall rights. For every vacancy, which occurs and is to be filled during the existence of a valid recall list, an employee will be recalled from layoff to the same title he/she was in at the time of layoff. Such recall shall be in the inverse order of layoff based upon seniority provided the employee is able to perform the work.

7.5 Notice of recall shall be sent to the employee at his/her last known address by registered mail and a copy sent to the Union. If the employee fails to notify the Employer in writing of his/her intention to return within ten (10) working days from the date of the notice, he/she shall be considered a quit and removed from the recall list. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his/her latest mailing address.

ARTICLE 8 HOLIDAYS

8.1 **Holiday Designation:** The following days shall be recognized as paid holidays:

- | | |
|--------------------|------------------------------|
| ▪ New Year's Day | ▪ Veterans Day |
| ▪ President's Day | ▪ Columbus Day |
| ▪ Memorial Day | ▪ Thanksgiving Day |
| ▪ Independence Day | ▪ Day After Thanksgiving Day |
| ▪ Labor Day | ▪ Christmas Day |
| | ▪ (1) One Roving Day |

8.2 Whenever any of the holidays listed above shall fall on Saturday, the proceeding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

8.3 **Eligibility Requirement:** An employee shall be eligible for holiday pay if the employee works his/her last scheduled work day prior to the holiday, and his/her first scheduled work day following the holiday. Excuses shall be granted for the failure to work either the day before and/or the day after the holiday because of authorized paid time off. When such absence is due to illness, the Employer may require satisfactory evidence thereof. Failure to provide such verification will result in forfeiture of the holiday pay.

8.4 **Holiday Pay:** Eligible employees who perform no work on a holiday shall be paid one (1) day's pay at their regular rate for each of the holidays listed on which they perform no work.

8.5 **Holiday Work:** If an employee is authorized to work on a holiday listed above, he shall be paid, in addition to his holiday pay, time and one-half (1 ½) for all hours worked. Premium pay shall not be compounded or pyramided except as may be required by the Fair Labor Standards Act.

ARTICLE 9 VACATIONS

9.1 An employee shall earn vacation leave credits on their seniority date in accordance with the following schedule:

- a) After one year of continuous service – one week
- b) After two full years of continuous employment – two weeks
- c) After seven full years of continuous employment – three weeks
- d) After twenty full years of continuous employment – 4 weeks
- e) After twenty-five full years of continuous employment – 5 weeks

9.2 Vacation can be taken in one day or more increments. The vacation period shall be from January 1st to December 31st. Vacation periods must be lined up in advance at a time mutually agreeable to the employee and employer. Vacation may be granted outside the vacation period only with the approval of the Highway Superintendent and Town Council.

9.3 Holidays falling within the vacation leave period shall not be charged to vacation leave use. An employee is not entitled to utilize sick leave credits during the vacation leave period.

9.4 In case of an emergency as determined by the Employer, the Highway Superintendent may cancel and reschedule any or all approved vacations in advance of their being taken.

9.5 An employee whose employment is terminated by reason of resignation, layoff or retirement shall receive compensation for accrued but unused vacation time. In the case of the death of an employee, such payment shall be made to the estate of the employee.

ARTICLE 10 BEREAVEMENT LEAVE

10.1 In the event of a death in the employee's immediate family, bereavement leave of up to three (3) workdays shall be granted to an employee. Immediate family shall be defined as: parent, spouse, child, grandparent, grandchild and sibling. Natural, in-law and step relations are included in this definition.

10.2 Employees requesting bereavement leave may be asked for proof of relationship and/or proof of death. Failure to comply with said request will result in loss of bereavement pay.

ARTICLE 11 JURY DUTY

11.1 Employees shall be granted a leave of absence with pay when they are required to report for jury duty. The employee shall remit any compensation provided by the court to the Employer, excluding mileage and/or travel expenses paid by federal court. The employee is required to report for work if the conclusion of said duty is prior to 1 p.m. The employee must notify the Highway Superintendent of jury selection, no later than his/her first scheduled workday following receipt of the notice.

ARTICLE 12 SICK LEAVE

12.1 Sick leave is specifically to reasonably assure the maintenance of income by an employee during one or more periods of illness. It is not considered an earned income credit to be used for any other purpose.

12.2 Earned at a rate of one day per month, beginning with 1st month following date of hire. Accrued up to a **maximum of 150 days**. Upon attaining maximum accumulation, sick leave is no longer earned. **Employees who retire, who are laid off or permanently separated for any reason will be compensated for any unused sick time, vacation time, compensatory time, personal time, etc.**

12.3 To be eligible for sick leave, employee must inform the Highway Superintendent of illness before normal starting time of his work shift. Employee who is ill more than three consecutive workdays must turn in a doctor's certificate substantiating the illness. In the event of an extended sick leave, employee will be required to file for the Town's disability benefit plan, and Town will receive reimbursement for the covered portion until the employee uses up accumulated sick leave.

ARTICLE 13 HEALTH INSURANCE BENEFITS

13.1 The Employer will continue to cover the employee's health care benefits in the New York State Teamsters Select Health Care Plan until December 31, 2014. All premiums to be paid by the employer. Effective January 1, 2015, the employer will participate in an HRA Health Care Plan using composite rates (\$2600 Single, \$5200 Family) and fully funded by the employer through term of agreement December 31, 2017.

13.2 New hires hired after January 1, 2015 are responsible for 20% of their health care premium, whether it be single or family participation.

ARTICLE 14 REGULAR WAGE RATES

14.1 Current hourly wages to increase effective:

January 1, 2013	0 %
January 1, 2014	0 %
January 1, 2015	2 %
January 1, 2016	2 %
January 1, 2017	2 %

14.2 Newly hired employees will start at \$10.00 per hour. New employees shall serve a probation period of three months, where they may be dismissed at the sole discretion of the Employer. After six months of continuous employment, any new hire will be increased to regular scale.

14.3 Overtime: Employees shall receive time and one-half for all work hours before or after their normal scheduled work hours. Any employee called to work on a Holiday will be paid time and one-half.

14.4 An employee called back to work after leaving regular scheduled work time will be guaranteed a minimum of two (2) hours' work or a minimum of two (2) hours' compensation. Employees will receive overtime pay for time actually worked, and regular pay rate for any unworked portion of the above-mentioned two hours.

ARTICLE 15 RETIREMENT

15.1 The Employer agrees to provide the applicable provisions of Article 14 and 15 of the New York State Retirement and Social Security Law for Tier 3 and Tier 4 members covered by this agreement. Such members are required by law to contribute three percent (3%) of their annual earnings to the retirement system.

15.2 When retiring from the Town, whatever sick time you have accumulated will be paid to you in the amount of \$50.00 for every day you have. Maximum will remain at one hundred and fifty (150) days upon proof of retirement from Sangerfield DPW only.

15.3 Town shall pay fifty percent (50%) toward health care coverage for all retirees for the first two (2) years of their retirement from the DPW Department. Those eligible had to be employed with the Town for a minimum of 10 years. It shall be in the Teamster Retiree PPO Plan or a plan compatible with cost and coverage.

ARTICLE 16 GRIEVANCE PROCEDURE

16.1 Grievance shall mean an alleged violation, misinterpretation, or inequitable application of the expressed terms of this agreement.

For the purposes of this article, workdays will exclude Saturdays, Sundays and holidays. The time limits set forth herein are of the essence. They may, however, be extended by mutual written agreement of the parties.

The failure of the grievant to proceed within the time limits set forth herein shall terminate the grievance procedure at that step. The failure of the Employer to answer within the time limits set forth will advance the grievance to the next step of the grievance procedure.

Step 1 – An employee or group of employees who claim to have a grievance shall present their grievance to the Highway Superintendent in writing within ten (10) working days after the grievance occurs. Within ten (10) working days after presentation of the grievance, the Highway Superintendent shall discuss the complaint with the grievant and the Union business agent, and respond in writing. The written response shall be signed, dated and a copy shall be forwarded to the Town Supervisor.

Step 2 – In the event the grievance is not resolved at Step 1, the aggrieved employee may submit within five (5) working days of the Highway Superintendent's response, a formal written grievance to the Town Supervisor. The written grievance shall contain the circumstances of the alleged contract violation, the specific provision of the contract allegedly violated, the date of the alleged violation, and the remedy sought.

The Town Supervisor will meet with the employee and the Union business agent to discuss and review the allegations. Within five (5) working days of the meeting, the Town Supervisor must respond in writing to the aggrieved employee with a copy to the Union business agent.

Step 3 – In the event the grievance is not resolved at Step 2, the aggrieved employee may submit within ten (10) working days from the Town Supervisor's response, a formal written grievance to the Town Board. The Town Board shall meet with the aggrieved employee and the Union business agent to discuss and review the alleged contract violation. Within five (5) working days of the meeting, the Town Board must respond in writing to the aggrieved employee with a copy to the Union business agent.

Step 4 – In the event the grievance is not resolved at Step 3, the Union and only the Union may within ten (10) working days of receipt of the Step 3 decision, may, by written notice to the Town Supervisor and the New York State Public Employment Relations Board (PERB), request grievance mediation. The mediator will be selected by mutual agreement from a list submitted to the parties by PERB. The decision of the mediator shall not be binding on either party. It shall be advisory only.

The cost of services and of any related expenses of the mediator shall be borne equally by the Employer and the Union except for the initial filing fee which shall be paid by the filing party.

The mediator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue(s). If mediation is not requested as set forth in this step, it shall be deemed waived and the grievance resolved on the basis of the response of the Town Board at Step 3.

ARTICLE 17

DISCIPLINE AND DISCHARGE

17.1 An employee covered by this agreement shall utilize the procedure for disciplinary and discharge matters set forth in Section 75, 76 and 77 of the New York State Civil Service Law. Service of the notice of discipline or discharge shall be made by personal service, if possible. If such service cannot occur, it shall be made by registered or certified mail, return receipt requested.

17.2 In order to qualify under this section, an employee must have completed at least five (5) years of continuous full-time service in the non-competitive class.

ARTICLE 18

WORK RULES

18.1 The Employer may adopt, change or modify work rules necessary for safe, orderly and efficient operation.

18.2 Employees shall comply with all work rules.

18.3 The Employer agrees to furnish each employee with a copy of all applicable written work rules. To the extent possible as determined solely by the Employer, said copies shall be distributed in advance of the work rule adoption or modification. New employees shall be provided with a copy of the applicable work rules at the time of hire.

ARTICLE 19

SAVINGS CLAUSE

19.1 In the event that any term or provision of this agreement shall be determined or declared null, void or inoperative by any court or statute, such decision shall not affect any of the rest of this agreement, which shall thereafter continue in effect.

19.2 If such determination or declaration is made, the parties to this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such term or provision hereof as may have been declared null, void or inoperative.

ARTICLE 20

TAYLOR LAW

PURSUANT TO THE PROVISIONS CONTAINED IN SUBDIVISION 1 OF SECTION 204A OF THE NEW YORK STATE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 21

TOTAL AGREEMENT

21.1 Notwithstanding any laws, rules or regulations that were previously in effect to the contrary, the foregoing constitutes the entire agreement between the parties and shall supersede any and all such previous rules, regulations, and laws, and no verbal statement or amendments, except as mutually agreed upon between the parties, in writing, annexed hereto, and specifically designated as an amendment to this agreement, shall supersede or vary the provisions herein.

ARTICLE 22

TERM OF THE AGREEMENT

22.1 This agreement shall be in full force and effect from **January 1, 2013 to December 31, 2017.**

ARTICLE 23

AGENCY SHOP

23.1 The Employer shall deduct from the pay of employees in the bargaining unit as set forth in Article 1 – Recognition of this Agreement, who are not members of the Union, the amount equivalent to the dues levied by the Union, and shall transmit the sum so deducted to the Union in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Union affirms that it has adopted such procedure for refund of agency shop fee deduction as required by Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect, but only for the life of this Agreement, so long as the Union maintains such procedure.

23.2 The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this article of this Agreement. The Union agrees to indemnify the Employer in the same manner as for dues check-off. The agency shop fee for the specified term of this Agreement shall be deducted according to the schedule for membership dues deduction.

ARTICLE 24

BULLETIN BOARD

24.1 The Employer agrees to provide a bulletin board for the use of the Union to post notices and other information at the Highway Garage. Such notices shall be of a non-controversial nature, and the signature (or facsimile signature) of a duly authorized union representative will be affixed to every union notice posted on this bulletin board. Notices shall be approved by the Highway Superintendent prior to being posted.

ARTICLE 25

UNION DUES

25.1 Upon receipt of a signed authorization form from the employee, the regular union dues, uniform in dollar amount each payday, of the Union shall be deducted from such employee's pay. No other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period. Deductions shall be remitted to the Union at 110 Lomond Court, Utica, New York 13502.

25.2 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this article.

ARTICLE 26

PERSONAL HOURS

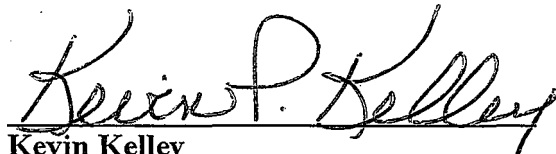
26.1 (a) All employees are entitled to 32 personal hours a year to be used at employees discretion incrementally or 8 hours at a time, which equals a day. Must give Employer advance notice to schedule time off.

ARTICLE 27
HEALTH AND SAFETY CLAUSE / SAFETY SHOES AND BOOTS

27.1: All present employees shall receive \$300 over the life of the contract for the purchase of safety shoes or boots that meet ASTM standards upon presenting the Company with a receipt. Said shoes or boots shall be worn at all times and be replaced and maintained by the employees.

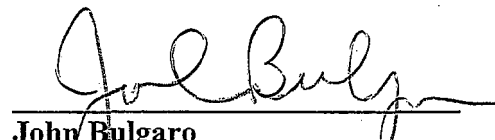
IT IS MUTUALLY AGREED

**FOR THE
TOWN OF SANGERFIELD**

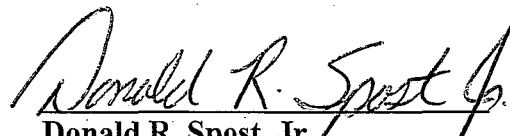

Kevin Kelley
Town Supervisor

Date: SEPT. 18, 2014

**FOR THE UNION
TEAMSTERS LOCAL 294**


John Bulgaro
President/PEO

Date: _____


Donald R. Spost, Jr.
Field Representative

Date: 9/15/14

